

**COUNTY CONTRACT FOR CONTRACTOR SERVICES
FOR
ON-CALL ENGINEERING AND TECHNICAL SUPPORT
MASTER SERVICES AGREEMENT**

THIS CONTRACT for On-Call Technical and Engineering Support (hereinafter referred to as "Contract") is entered into this ____ day of _____, 2016, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and WATER SYSTEMS CONSULTING, INC., a California corporation (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in engineering and technical services related to energy efficiency projects; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

WHEREAS, it is understood that the Contractor, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract; and

WHEREAS, it is understood that the Contractor shall be an independent contractor of the County. The obligations and loyalties of the Contractor shall be solely to the County to ensure compliance for all Projects; and

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties mutually agree as follows:

1. **Agreement of Services.** This Contract for Contractor Services (hereinafter "Contract") is a master Contract that sets forth the terms and conditions pursuant to which Contractor, as a professional, will provide technical and engineering services to the County and its customers. The County will authorize Contractor to perform specific services by separate Project Agreements, a sample of which is attached as Exhibit C. Each Project Agreement will set forth: a project description; scope of services and deliverables; schedule for performance; maximum compensation and method of payment and invoicing; authorized sub-contractors and employees, if any; and County's representative Project Coordinator, who will provide coordination between Contractor and County and communicate relevant approvals and decisions.

2. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the special services described in Exhibit A, Scope of Services at the rates listed in Exhibit B, Contractor Rate Schedule. Services beyond those outlined in Exhibit A shall require an amendment of this Contract. Contractor shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Professional Standard of Care")

Attachment 1 - County Contract for Contractor Services for On-Call Engineering and
Technical Support Master Services Agreement.

3. **Compensation.** The County will pay the Contractor an amount not to exceed \$250,000 for all services performed by the Contractor related to this Contract and each individual Project Agreement. Payment shall be at the rates indicated in Exhibit B and made within thirty (30) days of receipt of an itemized statement from Contractor, as required by Article 4. In no event shall the County be liable for an amount in excess of \$250,000.

4. **Schedule of Work.** The Contractor shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in the individual negotiated Project Agreement, a sample is provided in Exhibit "C". Contractor acknowledges that time is of critical importance to this Contract and shall provide its services as expeditiously as possible consistent with the Professional Standard of Care and the orderly progress of the work. A Notice to Proceed means a written notice to proceed, authorizing the Contractor to perform work under this Contract. The Notice to Proceed shall be issued by the Planning and Building Director or Deputy Director.

5. **Billing.** Contractor shall submit to the County by the 10th day of each month a detailed statement of services performed during that preceding period, including but not limited to, the number of hours of work performed on each Project, the Project description, and itemized fees.

6. **Term of Contract.** The initial term of this Contract shall be from October 31st, 2016, to October 31st, 2017, and shall automatically renew under like terms for one (1) year periods, up to an additional two (2) years, subject to the rights of modification contained herein and the termination provisions of paragraphs 7 and 8.

7. **Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party 60 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

8. **Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties in accordance with the Professional Standard of Care or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

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9. **Equal Employment Opportunity.** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61).

10. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

12. **Covenant.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

13. **Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. **Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical

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insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

15. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

16. Indemnification. Contractor shall defend, indemnify and hold harmless the County, its officers, agents, and employees from all claims, demands, damages, costs, expenses, judgments, reasonable attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. However, this indemnity will not extend to any claims or losses arising out of the sole negligence, willful misconduct, or active negligence of the County, its officers, agents, and employees. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify County, against any responsibility or liability in contravention of Civil Code 2782. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

17. Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 or Carrier equivalent covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also

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include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(Not required if Contractor provides written verification it has no employees)

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

UNIQUE INSURANCE Coverage

Professional Liability/Errors and Omissions

Insurance **covering** Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the County.

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Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However,

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failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Central Services Department - Purchasing
1087 Santa Rosa St
San Luis Obispo CA 93408

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

18. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

19. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

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The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County through its representative, for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

20. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

976 Osos St. Attn: Jordan Farbayo
Room 300
San Luis Obispo, CA 93408

and to the Contractor:

Attn: Jeroen Olthof
3765 S. Higueras St. #102
San Luis Obispo, CA 93401

21. Reports. Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed under each individual Project Agreement, the personnel involved and accomplishments made during the preceding months, and the manner in which all conditions and specification of the contract are being met, plus any problems anticipated in performing said work in the future.

22. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

23. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

24. Restrictive Covenant. N/A.

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25. Equipment and Supplies. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

26. Ownership of Data.

26.1 County Ownership. The Ownership of all data collected for use by the Contractor under this Contract, together with all proposals, plans, specifications, designs, working papers, diagrams, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the work to be performed under this Contract shall be assigned/vested in the County following compensation to the Contractor for services covered by the terms of this Contract. The Contractor may retain a copy of all work for his own use.

26.2 Copies. The Contractor shall provide copies for each Deliverable item to the County as part of this Contract.

26.3 Format. The Contractor shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word/Excel. The Contractor shall deliver to the County electronic copies containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be in delivered to the County on electronic media in unprotected MS Word/Excel/Publisher format. PDF's are not acceptable as editable documents.

26.5 Reuse. Any reuse of the documents prepared under this Contract without written verification or adaptation by the Contractor for the specific purpose intended shall be at the County's sole risk and without liability or legal exposure to the Contractor.

26.6 Termination. In the event of early termination, the Contractor shall furnish the County all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the Contractor under the terms of this Contract and in the editable formats described in Article 6 above.

26.7 Right of Utilization. Thereafter, if the County should determine to complete the original project or substantially the same project, the County, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the Contractor, unless specifically requested by the Contractor, and mutually agreed upon with the County.

(Signatures appear on following page)

Attachment 1 - County Contract for Contractor Services for On-Call Engineering and
Technical Support Master Services Agreement.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and
year first hereinabove set forth.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on
_____, 20__

ATTEST:

Clerk of the Board of Supervisors

CONTRACTOR:

Name: _____
Jeroen O'Hall
Title: _____
COO

Date: _____
11/1/16

Name: _____
Title: _____
Vice President

Date: _____
11/1/16

APPROVED AS TO FORM AND LEGAL
EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____
11.2.16

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EXHIBIT A – SCOPE OF SERVICES

The County of San Luis Obispo Planning and Building Department's Energy Section requires professional contractor services to fulfill on-call technical and engineering support for various energy efficiency projects and the customers (Community Service Districts and Cities) the County serves through Energy Management Programs. The aforementioned Energy Management Programs are currently in different phases of their respective programmatic cycles; however, potential projects have been identified for both programs. The Energy Section seeks to act as an extension to CSD and City staff in influencing and implementing energy efficiency projects.

While a specific project is not detailed in this Scope of Work, the list below provides potential project areas the Contractor will be expected to address in specific/detailed project requests. The County's Energy Section/Energy Watch Partnership will be leading the effort to secure project leads; coordinate with investor owned utilities; and communicate various project goals, milestones, and deliverables with Contractor assistance (when applicable).

1. Custom Calculations

- a. Load/Power Calculations
- b. Load and Pump Curves
- c. Equipment Sizing
- d. Flow Calculations
- e. Lighting Calculations for utility rebates or Title 24
- f. Air Balancing

2. Drawings – Sufficient for permit approval and building requirements (as required)

- a. Single Line
- b. Civil
- c. Mechanical, Electrical, Plumbing
- d. Plant Layout

3. Permitting Activities

- a. Provide technical specification, project design, and associated drawings sufficient for permit approval
- b. Coordinate with host agency and Energy Watch staff as needed for permitting activities
- c. Attend permitting meeting(s) with host agency staff to clarify and remediate design issues, as needed

4. Incentive/Rebate Procurement

- a. Provide customized calculations as needed for applicable incentives and/or rebate applications
- b. Complete and submit incentive and/or rebate applications on behalf of the host agency as needed or directed
- c. Coordinate with PG&E Customer Relations Manager and Engineering for support and finalization of incentive and/or rebate application
- d. **Note** - If a vendor is selected for pre-install/project calculations support, they should **not** be the entity selected by PG&E for post-install review. Those holding contracts with PG&E for post-install review should be willingly limiting their scope of services on the post-install process

5. Project Management

- a. Development of schedule and budget to complete project
- b. Ongoing monitoring of actual schedule and budget

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- c. Identify variances and propose corrective actions
- d. Provide monthly progress updates
- e. Coordinate with Energy Watch and host agency staff for project updates and completion

CONTRACTOR PROJECT MANAGER

The Contractor has been selected to perform the work herein because of the skills and expertise of key individuals. The Contractor shall designate, Lianne Westberg whom, as long as their performance continues to be acceptable to the County, shall remain in charge of the services to be provided under this Contract for the duration of the Contract. Additionally, the Contractor must furnish the names of all other key people in the Contractor's firm who will be associated with individual projects. If the designated lead or key person fails to perform to the satisfaction of the County upon written notice, the Contractor will have 10 working days to remove that person from the Project and replace that person with one acceptable to the County. In addition, all lead or key personnel for any Sub- Contractor must also be designated by the Sub- Contractor and are subject to all conditions previously stated in this paragraph.

COUNTY RESPONSIBILITIES

The County shall assist the Contractor in gathering the appropriate amount of information and access to customers/facilities necessary to complete its services under this Contract. Additionally, the County will continuously update and coordinate efforts with the Contractor as related to any and all projects for customers.

END OF EXHIBIT A

EXHIBIT B – CONTRACTOR RATE SCHEDULE

Water Systems Consulting, Inc. – 2016 Standard Rate Schedule

Labor Classification	Hourly Rate
Principal	\$275
Senior Engineer V	\$255
Senior Engineer IV	\$240
Senior Engineer III	\$225
Senior Engineer II	\$210
Senior Engineer I	\$200
Associate Planner/Engineer III	\$185
Associate Planner/Engineer II	\$175
Associate Planner/Engineer I	\$165
Staff Planner/Engineer III	\$155
Staff Planner/Engineer II	\$145
Staff Planner/Engineer I	\$130
Assistant Engineer	\$120
Engineering Intern	\$110
Construction Inspector (prevailing wage)	\$135
Construction Inspector (non-prevailing wage)	\$120
Senior Technician/ CAD Designer	\$115
Technician/ CAD Operator	\$100
Administration / Clerical	\$90

10% mark-up on direct expenses

15% mark-up for sub-contracted services

Standard mileage rate \$0.575 per mile (or current Federal Mileage Reimbursement Rate)

Airplane mileage rate \$1.29 per mile (or current Federal Airplane Mileage Reimbursement Rate)

Rates are subject to revision as of December 31, 2016

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El Dorado Engineering and Architecture, Inc. – 2016 Rate Schedule

PROJECT MANAGER.....	175
SENIOR CIVIL ENGINEER.....	175
SENIOR MECHANICAL ENGINEER.....	175
SENIOR MECHANICAL ENGINEER.....	175
PROJECT ENGINEER.....	135
PROJECT ARCHITECT.....	135
TECHNICIAN.....	105
DRAFTER.....	95
WORD PROCESSING.....	82
ADMINISTRATIVE.....	82

Notes: Rates include all overhead, communication, and in-house technology costs

Expenses: At cost plus 10% for outside printing, plotting, express mail, copying, travel, subconsultant
services and charges

Mileage: per current Federal Rates

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BMA, Inc. – Hourly Rate Schedule

Role	Effective January 1, 2016
<u>ENGINEERING/DESIGN/SUPPORT SERVICES</u>	
Subject Matter Expert	\$300.00/Hr.
Principal Engineer	\$165.00/Hr.
Mechanical Designer	\$110.00/Hr.
Plumbing Designer	\$110.00/Hr.
Fire Sprinkler System Designer	\$110.00/Hr.
Energy Analyst	\$110.00/Hr.
Production Team	\$80.00/Hr.
Administrative/Clerical Support	\$65.00/Hr.
<u>COMMISSIONING SERVICES</u>	
Commissioning Authority	\$180.00/Hr.
Commissioning Agent	\$150.00/Hr.
Commissioning Technician	\$125.00/Hr.
Commissioning Coordinator	\$100.00/Hr.
<u>REIMBURSEABLE EXPENSES</u>	
Travel, Lodging, Transportation	At Cost
Printing, Reproduction, Photography	At Cost
Mileage	Prevailing IRS rate/mile
Miscellaneous	At Cost

Notes:

1. Overtime rates are 1.5 times the hourly rates listed above.
2. Rates are subject to change at the outset of each calendar year.

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Gray Electrical Consulting and Engineering, LLC – Billing Rates

Time and Materials Services. Hourly billing rates are as follows. These rates are subject to change annually by GECE.

Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given work day.

- a. Professional Electrical Engineer at \$165 per hour;
- b. Expedited Professional Electrical Engineering Services at \$180 per hour;
- c. Electrical Designer & Electrical Project Manager at \$120 per hour;
- d. Electrical Drafting Technician at \$90 per hour;
- e. Secretarial at \$65 per hour.

Reimbursable Expenses. Direct expenses shall be reimbursed. A line item for this cost will be included in monthly invoices.

- f. Reproduction, Postage, & Shipping at the actual cost plus ten percent (10%);
- g. Airfare, lodging, and travel expenses at the actual cost plus fifteen percent (15%);
- h. Mileage at the rate \$0.575 per mile.

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
J Calton Engineering - John Calton, Principal Engineer	\$150
J Calton Engineering - CAD Technician	\$125
Materials & Direct Charges	Cost
Auto Mileage	Federal Rate

END OF EXHIBIT B

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EXHIBIT C – SAMPLE PROJECT AGREEMENT

(This format will be used for all Project Agreements authorized pursuant to this Contract for Consulting Services. County and Contractor shall prepare all Project Agreements.)

PROJECT AGREEMENT NO. __
TO CONTRACT FOR CONTRACTOR SERVICES BETWEEN THE COUNTY OF SAN LUIS OBISPO AND
Water Systems Consulting, Inc.
FOR *Technical and Engineering Support* for Energy Efficiency Projects.

PROJECT TITLE:
(Project Title and Address)

PROJECT AGREEMENT TITLE:
(Project Agreement Title)

Date: _____

WHEREAS, on *(Insert Contract date)* the **County of San Luis Obispo (County)** and *Water Systems Consulting, Inc. (Contractor)* entered into a Contract for Contractor Services (**Contract**), which expires on *(Date)*, for Contractor to provide ***Facilities Condition Assessment Services*** and,

WHEREAS, the **Contract** requires that **Contractor's** Services will be provided pursuant to individual Project Agreements to be negotiated and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE:

1.1. This is Project Agreement No. () pursuant to the Contract.

1.2. The Scope of this Project Agreement is set forth in Attachment C.1, Contractor's Services and Deliverables.

1.3. All the definitions, terms and conditions of the Contract for Consulting Services dated _____, 20__, all of which terms and conditions said Contract are incorporated herein by reference into this Project Agreement unless specifically modified herein.

2. OWNER'S PROJECT COORDINATOR: The Owner's Project Coordinator is *(Project Coordinator's Name.)*. All communications concerning the Project shall be through the Project Coordinator.

3. SCHEDULE AND EXPIRATION DATE: Services and Deliverables shall be provided according to Attachment C.2, Contractor's Schedule. Contractor's Schedule may only be modified with Owner's written approval. The parties mutually agree that the expiration date of this Project Agreement shall be *(month/day/year) (add some time for unexpected delays)*.

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4. **MAXIMUM COMPENSATION LIMIT:** The maximum compensation limit for services pursuant to this Project Agreement shall be as stated in Attachment C.3, Contractor's Compensation. Contractor shall be fully responsible for not exceeding this limit.
5. **CONTRACTOR'S PROJECT TEAM:** Contractor's Project Team shall be provided according to Attachment C.4. Contractor's Project Team may only be modified with Owner's written approval.
6. **ATTACHMENTS:** The following listed Attachments referred to and check marked herein are incorporated in this Project Agreement as though set forth in full.
- Attachment C.1: Contractor's Services and Deliverables
 - Attachment C.2: Contractor's Schedule
 - Attachment C.3: Contractor's Compensation
 - Attachment C.4: Contractor's Project Team

IN WITNESS WHEREOF, the parties hereby execute this Project Agreement and it is effective as of the date it is fully executed.

CONTRACTOR:

Contractor Name
Contractor Title

DATE: _____

RECOMMENDED BY:

Project Coordinator
Department of Planning and Building

DATE: _____

APPROVED AS TO FORM AND LEGAL EFFECT:



Benjamin R. Dore, Deputy County Counsel

DATE: 11.2.16

APPROVED:

James A. Bergman, Director
Department of Planning and Building

DATE: _____

EXHIBIT C.1 – CONTRACTOR’S SERVICES AND DELIVERABLES

I. Project Description

(Introduction to provide context for services and deliverables required from Contractor.)

II. Basic Services & Deliverables

(This sub-paragraph should be divided into Services and Deliverables. Cite the applicable reference to the scope of work outlined in the attached Contract as applicable.)

III. Modifications to Basic Services & Deliverables

(Specify any scope or tasks either added to or deleted from the Basic Services and Deliverables description in the CONTRACT pursuant to Part II of this Attachment above.)

IV. Supplementary Services

(If none, state NA. Otherwise, cite a short-hand three or four word description for each service. See example below.)

A 1. Surveys, evaluations, or studies

END OF EXHIBIT C.1

EXHIBIT C.2 – CONTRACTOR’S MILESTONE SCHEDULE

V. Project Schedule

(Project Schedule identifying milestones during the provision of services.)

END OF EXHIBIT C.2

EXHIBIT C.3 – CONTRACTOR’S COMPENSATION

VI. COMPENSATION SUMMARY

- a. Contractor 's Fixed Fee (Maximum Fee if done on hourly basis--PM to edit!) for the Basic Services described in exhibit E.1.II. Contractor to itemize cost based on Contractor’s Hourly and Task Rate Schedule. Contractor may attach worksheets.

SUBTOTAL \$

- b. Contractor 's fee for itemized Modifications and Supplementary Services as described in exhibit E.1.IV. (Provide a short-hand one line description for each Modification and Supplementary Service.) Contractor to itemize cost based on Contractor’s Hourly and Task Rate Schedule. Contractor may attach worksheets.

SUBTOTAL \$

- c. Allowance for Reimbursable Expenses pursuant to Contractor’s Hourly and Task Rate Schedule. Contractor may attach worksheets.

SUBTOTAL \$

VII. MAXIMUM COMPENSATION (a. + b. + c.)

TOTAL \$

END OF EXHIBIT C.3

EXHIBIT C.4 – CONTRACTOR’S PROJECT TEAM

I. Project Team

(Provide project team name and contact information.)

END OF EXHIBIT C.4

END OF EXHIBIT C